

ATHLETIC FIELD USE AND ALLOCATION POLICY

November 2008



Application and Agreement Request For Use of City of Costa Mesa and Newport Mesa Unified School District Athletic Fields/Facilities

In accordance with the Joint Use Agreement between the City of Costa Mesa and Newport Mesa Unified School District, the City will be the responsible agency for scheduling and permitting all City owned fields and athletic facilities and NMUSD owned athletic fields located within Costa Mesa City limits after 4 p.m. (elementary schools) 5 p.m. (EHS & CMHS) on weekdays and all day on weekends. Submission of an Application and Agreement Request does not constitute approval. Approval is given according to the allocation policy, field/facility availability, after fees are paid and when a permit is issued. The City has exclusive discretion in decisions on scheduling of City and District Active Use Areas and such decision shall be final.

Costa Mesa Recreation Division
77 Fair Drive, Costa Mesa, CA 92628
Phone 714.754.5300 FAX 714.754.5166
www.ci.costa-mesa.ca.us

The contact information you provide the City of Costa Mesa on these field request forms could be made public if requested. The information written on these forms should be contact information you would like City staff to provide prospective players wishing to register for your organization. This information will be considered public.

Organization _____

Name of Applicant _____ Title _____

Address _____ City & Zip _____

Contact Phone Number () _____

E-Mail Address _____

Field/Facility Requested _____

Description of Activity _____

Estimated Attendance _____ Open to the Public Yes _____ No _____

Day of Week	Dates (s)	Start Time - Include Set-up	End Time
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I verify that the information on this Application and Agreement Request for Use of Athletic Fields form is correct as defined in the Athletic Field Use & Allocation Policy and understand the possible consequences if the information is incorrect or misleading within the acceptable boundaries as described in the allocation policy. I have read the Application and Agreement and agree to all provisions listed on this Application, the Athletic Field Use & Allocation Policy, Rules and Regulations and disclaimers applied to issued permits and will communicate this information to our coaches and participants.

Signature of Applicant

Signature of Organization President, Site Administrator or Principal

Date

Date

***** OFFICE USE ONLY *****
ORGANIZATION PRIORITY 1 2 3 4 5 6 PERMIT NUMBER _____

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Field User Information Sheet

January 1 - June 30 or July 1 - December 31

Organization _____

Sport _____ Season _____

Total Program Registrations _____ Total Costa Mesa Residents _____

The contact information you provide the City of Costa Mesa on these field request forms could be made public if requested. The information written on these forms should be contact information you would like City staff to provide prospective players wishing to register for your organization. This information will be considered public.

Field Allocation Representative

Organization President

Name _____

Name _____

Address _____

Address _____

City & Zip _____

City & Zip _____

Contact Phone # (____) _____

Contact Phone # (____) _____

E-Mail Address _____

E-Mail Address _____

YOUR ORGANIZATION'S IMPORTANT DATES

Practice Begins The Week Of _____ Opening Day _____

League Games Begin The Week Of _____ and End _____

Playoffs Begin The Week Of _____ and End _____

List Any Practice or Game Restrictions _____

List Special Events (picture day, tournaments, trainings, etc.) Dates & Sites _____

I verify that the information on this form is correct as defined in the Athletic Field Use and Allocation Policy and understand the possible consequences if the information is incorrect or misleading within the acceptable boundaries as described in the allocation policy

Signature of Organization/League President

Signature of Field Allocation Representative

Date _____

Date _____

***** OFFICE USE ONLY *****

ORGANIZATION PRIORITY 1 2 3 4 5 6 PERMIT NUMBER _____

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ATHLETIC FIELD USE RULES AND REGULATIONS

1. Groups consisting of ten or more individuals wishing to utilize a field must acquire a permit with the City of Costa Mesa.
2. It is the responsibility of the person in charge identified on the permit to enforce the rules and regulations regarding the conduct of the group while on permitted facilities. ***These rules include but are not limited to:***
 - ❖ Use begins and ends at the times stated on the permit including set-up and clean up. Groups are not allowed on fields prior to the start time on the permit and are required to have the fields clean and be off the fields at the ending time indicated on the permit. Additional fees will be charged for unauthorized or extended field use beyond times listed on the permit. The City has exclusive discretion in decisions on scheduling of City and District Active Use Areas and such decision shall be final.
 - ❖ Adult field use is limited to specific sites. Field permits will not be issued for use on Christmas Day or July 4.
 - ❖ Field use permit must be available during use and presented to any City or DISTRICT representative upon request. Check permit for specific times you may access the fields.
 - ❖ No subleasing of fields is allowed under any circumstance. **Subleasing of fields may result in revocation of all permits.**
 - ❖ City or NMUSD fields or facilities may not be modified without permission. Fields may not be resized without permission.
 - ❖ Parking is allowed in designated areas only. User groups must inform their participants and spectators to park in facility parking lots and public parking areas. It is the users responsibility to alleviate traffic and parking issues.
 - ❖ Alcoholic beverages are not allowed in City parks, fields, schools, or adjacent areas. (C.M. Municipal Code, SEC. 11-3)
 - ❖ Selling food or other items is not allowed without City approval and noted on your permit.
 - ❖ Amplified sound is not allowed on any field without City approval and noted on your permit.
 - ❖ The use of artificial noisemakers, horns, rattles, bells, and whistles by spectators are not allowed.
 - ❖ Banners may not be posted without City approval and noted on your permit.
 - ❖ Balls and any other equipment thrown, batted, kicked, or otherwise land on private property must not be retrieved without the property owner's permission.
 - ❖ Property boundary walls and fences are not to be used as backstops at any time.
 - ❖ Portable goals and/or markers are allowed but must be removed daily.
 - ❖ At the conclusion of games or practice each user group is responsible for picking up trash and debris and depositing it into the proper trash bins. The field and any adjoining areas affected by a group's use must be picked up and cleared of all trash.
 - ❖ Please leave school and park areas immediately after games and practices safely and quietly, especially after late games. Please practice being good neighbors in our residential neighborhoods.
3. **Wet Field Policy:** Groups may not play on fields closed due to wet field conditions. It is the responsibility of groups to access field closure information by phoning the Wet Field MUDLINE at (714) 754-5041 after 2:30 pm Monday – Friday or after 7:30am Saturday and Sunday. This phone line will be updated with closure information as needed.
4. Non-adherence to any of these rules or City ordinance may result in the retention of a portion or all of the deposit and/or result in the cancellation of current and/or prohibition of future use.

Recreation Division
(714) 754-5300

Field Ambassador Assistance
(714) 925-7241

Police Department
(714) 754-5252

Emergencies Only
911

Applicant Name:

(Print)

(Title)

(Signature)

(Date)

Approved by
City Representative:

(Print/Signature)

(Date & Title)

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Hold Harmless and Indemnity Agreement

I, FIELD/FACILITY USER, have expressed the desire to utilize an athletic field or athletic facility owned by the City of Costa Mesa and/or Newport Mesa Unified School District as stated on this application.

We, the CITY OF COSTA MESA, agree to provide access to a field or facility to meet the use requested on this application as availability and priority of use allow. Submission of an Application and Agreement Request does not constitute approval. Approval is given according to the allocation policy, field/facility availability, after fees are paid and when a permit is issued.

NOW, THEREFORE, for and in consideration of the covenants herein contained, performed and to be performed, the parties here to agree as follows:

1. CITY shall schedule access to and make all provisions for FIELD/FACILITY USER to enter and use permitted public facility as required to fulfill the purpose of the Agreement.
2. Designate in writing an Administering Officer to act as the CITY representative with respect to the use of the facility contemplated hereunder. Such person shall have complete authority to transmit instructions, receive information and interpret and define the CITY requirements in connection with said use.
3. FIELD/FACILITY USER hereby agrees to defend at his own cost and to indemnify and hold harmless the CITY and NEWPORT MESA UNIFIED SCHOOL DISTRICT - (NMUSD), its elected and appointed boards, officers, agents and employees from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the Agreement (including but not limited to such liability, costs, damage, loss, claim or expense, arising from the death or injury to an agent, member, invitee, or employee of FIELD/FACILITY USER or of CITY and NMUSD or damage to the property of FIELD/FACILITY USER, or of CITY and NMUSD or of any agent, member, invitee or employee of FACILITY USER, or of CITY or NMUSD) except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of CITY and NMUSD or any of its agents or employees other than negligent omission or commissions of CITY and NMUSD its agents or employees, in connection with the general supervision or direction of the use of said facility. FIELD/FACILITY USER, in addition to the foregoing, specifically shall indemnify and save harmless CITY and NMUSD, any and all of CITY officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the use of said public facility or safety of materials or equipment supplied by CITY and NMUSD or others at the direction of CITY and NMUSD and used in the performance of the purposed hereunder.
Initial [REDACTED]
4. It is further understood and agreed that FIELD/FACILITY USER shall be acting at all times as an independent contractor herein and not as an employee of CITY or NMUSD. FIELD/FACILITY USER shall secure at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation and other payroll deductions for FACILITY USER and his officers, agents and employees and all business licenses, if any, in connection with the use of said facility. Initial [REDACTED]
5. FIELD/FACILITY USER shall secure and maintain throughout the period of use contemplated under this Agreement general liability insurance with policy limits of not less than \$1,000,000 per occurrence, with CITY and NMUSD named as additionally insured by endorsement. Such policy or policies of insurance shall further provide that said policies of FIELD/FACILITY USER shall be primary over any insurance held by CITY and NMUSD that may be applicable.
Initial [REDACTED]
6. This Agreement, the exhibits hereto and any special provisions to which the Agreement is subject may only be altered, amended or rescinded by a duly executed written Agreement.

Executed in the City of Costa Mesa, County of Orange, State of California and subject to laws thereof.

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<u>ACORD</u> CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY)
PRODUCER NAME OF INSURANCE COMPANY		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED APPLICANT'S NAME NAME OF ORGANIZATION ADDRESS		INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	KLS-4240	01/01/05	01/01/06	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
LOCATION OF EVENT (name of school/facility), DATE (S) and TIME (S) of events (e.g. "Sunday's 9a.m.-1p.m."), TYPE OF ACTIVITY (e.g. "Soccer game") and the PERMIT NUMBER					
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION	
CITY OF COSTA MESA - RECREATION DIVISION PO BOX 1200 COSTA MESA, CA 92628-1200 NEWPORT-MESA UNIFIED SCHOOL DISTRICT 2985 BEAR ST., BLDG. E COSTA MESA, CA 92626				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.	
				AUTHORIZED REPRESENTATIVE	